

James Acosta (035876)
QUILLING, SELANDER, LOWNDS,
WINSLETT & MOSER, P.C.
6900 N. Dallas Parkway, Suite 800
Plano, Texas 75024
Telephone: (214) 560-5455
Facsimile: (214) 871-2111
jacosta@qslwm.com
Counsel for Trans Union LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Janelle M. Gephart,

Plaintiff,

v.

TD Bank, N.A. and TransUnion, LLC,

Defendants.

Case No. 2:22-cv-01652-SMM

**DEFENDANT TRANS UNION
LLC'S ANSWER AND DEFENSES
TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), one of the Defendants herein, files its Answer and Defenses to the Complaint ("Complaint") filed by Janelle M. Gephart ("Plaintiff"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff's Complaint to the extent possible.

NATURE OF THE ACTION

1. Trans Union admits only that Plaintiff has asserted claims against Defendants alleging violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.* and violations of the Bankruptcy Discharge Injunction, 11 U.S.C. § 524. Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint.

JURISDICTION AND VENUE

2. Trans Union admits that jurisdiction is proper in this Court.

1 9. Trans Union is without information or knowledge sufficient to form a belief
2 as to the truth of the allegations contained in paragraph 9 of the Complaint and,
3 therefore, denies same.

4 10. Trans Union is without information or knowledge sufficient to form a belief
5 as to the truth of the allegations contained in paragraph 10 of the Complaint and,
6 therefore, denies same.

7 11. Trans Union is without information or knowledge sufficient to form a belief
8 as to the truth of the allegations contained in paragraph 11 of the Complaint and,
9 therefore, denies same.

10 12. Trans Union is without information or knowledge sufficient to form a belief
11 as to the truth of the allegations contained in paragraph 12 of the Complaint and,
12 therefore, denies same.

13 13. Trans Union is without information or knowledge sufficient to form a belief
14 as to the truth of the allegations contained in paragraph 13 of the Complaint and,
15 therefore, denies same.

16 14. Trans Union is without information or knowledge sufficient to form a belief
17 as to the truth of the allegations contained in paragraph 14 of the Complaint and,
18 therefore, denies same.

19 15. Trans Union is without information or knowledge sufficient to form a belief
20 as to the truth of the allegations contained in paragraph 15 of the Complaint and,
21 therefore, denies same.

22 16. Trans Union is without information or knowledge sufficient to form a belief
23 as to the truth of the allegations contained in paragraph 16 of the Complaint and,
24 therefore, denies same.

25 17. Trans Union denies the allegations contained in paragraph 17 of the
26 Complaint.

1 18. Trans Union admits that it received correspondence from Plaintiff on
2 March 25, 2022, regarding a TD Bank account. Trans Union denies the remaining
3 allegations contained in paragraph 18 of the Complaint.

4 19. Trans Union admits that it received correspondence from Plaintiff on
5 March 25, 2022, regarding a TD Bank account. Trans Union is without information or
6 knowledge sufficient to form a belief as to the truth of the remaining allegations
7 contained in paragraph 19 of the Complaint and, therefore, denies same.

8 20. Trans Union admits that it received correspondence from Plaintiff on
9 March 25, 2022, regarding a TD Bank account. Trans Union is without information or
10 knowledge sufficient to form a belief as to the truth of the remaining allegations
11 contained in paragraph 20 of the Complaint and, therefore, denies same.

12 21. Because of the vague and generalized nature of the allegations, Trans
13 Union is without knowledge or information sufficient to form a belief as to the truth of
14 the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

15 22. Trans Union admits it responded to Plaintiff's March 25, 2022,
16 correspondence. Trans Union denies the remaining allegations contained in paragraph 22
17 of the Complaint.

18 23. Because of the vague and generalized nature of the allegations, Trans
19 Union is without knowledge or information sufficient to form a belief as to the truth of
20 the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

21 24. Trans Union denies the allegations contained in paragraph 24 of the
22 Complaint.

23 25. Trans Union denies the allegations contained in paragraph 25 of the
24 Complaint.

25 26. Trans Union denies the allegations contained in paragraph 26 of the
26 Complaint.

27 27. Trans Union denies the allegations contained in paragraph 27 of the
28 Complaint.

1 39. Trans Union is without information or knowledge sufficient to form a belief
2 as to the truth of the allegations contained in paragraph 39 of the Complaint and,
3 therefore, denies same.

4 40. Trans Union is without information or knowledge sufficient to form a belief
5 as to the truth of the allegations contained in paragraph 40 of the Complaint and,
6 therefore, denies same.

7 41. Trans Union is without information or knowledge sufficient to form a belief
8 as to the truth of the allegations contained in paragraph 41 of the Complaint and,
9 therefore, denies same.

10 42. Trans Union is without information or knowledge sufficient to form a belief
11 as to the truth of the allegations contained in paragraph 42 of the Complaint and,
12 therefore, denies same.

13 43. Trans Union is without information or knowledge sufficient to form a belief
14 as to the truth of the allegations contained in paragraph 43 of the Complaint and,
15 therefore, denies same.

16 44. Trans Union is without information or knowledge sufficient to form a belief
17 as to the truth of the allegations contained in paragraph 44 of the Complaint and,
18 therefore, denies same.

19 45. Trans Union is without information or knowledge sufficient to form a belief
20 as to the truth of the allegations contained in paragraph 45 of the Complaint and,
21 therefore, denies same.

22 46. Trans Union denies the allegations contained in paragraph 46 of the
23 Complaint.

24 47. Trans Union is without information or knowledge sufficient to form a belief
25 as to the truth of the allegations contained in paragraph 47 of the Complaint and,
26 therefore, denies same.

27

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1 58. Trans Union denies the allegations contained in paragraph 58 of the
2 Complaint.

3 59. Trans Union denies the allegations contained in paragraph 59 of the
4 Complaint.

5 60. Trans Union denies the allegations contained in paragraph 60 of the
6 Complaint.

7 61. Trans Union denies the allegations contained in paragraph 61 of the
8 Complaint.

9 62. Trans Union denies the allegations contained in paragraph 62 of the
10 Complaint.

11 63. Trans Union denies the allegations contained in paragraph 63 of the
12 Complaint.

13 64. Trans Union denies the allegations contained in paragraph 64 of the
14 Complaint.

15 65. Trans Union denies the allegations contained in paragraph 65 of the
16 Complaint.

17 66. Trans Union denies the allegations contained in paragraph 66 of the
18 Complaint.

19 67. Trans Union denies the allegations contained in paragraph 67 of the
20 Complaint.

21 68. Trans Union denies the allegations contained in paragraph 68 of the
22 Complaint.

23 69. Trans Union denies the allegations contained in paragraph 69 of the
24 Complaint.

25 70. The provisions of the FCRA are self-evident and speak for themselves.
26 Trans Union denies the allegations contained in paragraph 70 of the Complaint.

27 71. Trans Union denies the allegations contained in paragraph 71 of the
28 Complaint.

1 72. Trans Union denies the allegations contained in paragraph 72 of the
2 Complaint.

3 73. Trans Union denies the allegations contained in paragraph 73 of the
4 Complaint.

5 74. Trans Union denies the allegations contained in paragraph 74 of the
6 Complaint.

7 75. Trans Union denies the allegations contained in paragraph 75 of the
8 Complaint.

9 76. Trans Union denies the allegations contained in paragraph 76 of the
10 Complaint.

11 77. Trans Union denies the allegations contained in paragraph 77 of the
12 Complaint.

13 Trans Union denies the allegations contained in the prayer paragraph of Count II
14 of the Complaint, including all its subparts.

15 **PLAINTIFF DEMANDS TRIAL BY JURY**

16 Trans Union admits that Plaintiff demands a trial by jury.

17 **DEFENSES**

18 78. At all relevant times, Trans Union maintained and followed reasonable
19 procedures to avoid violations of the FCRA and assure maximum possible accuracy of
20 the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

21 79. Any alleged damages to Plaintiff, which Trans Union continues to deny, are
22 the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no
23 control and for whom Trans Union has no responsibility.

24 80. Trans Union, in compliance with the FCRA, reasonably and completely
25 reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

26 81. Trans Union at all times acted in compliance with the FCRA.
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of December 2022, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Alexander J. Taylor
ataylor@sulaimanlaw.com
Sulaiman Law Group, Ltd.
2500 S. Highland Ave., Suite 200
Lombard, IL 60148
(630) 575-8181
(630) 575-8188 Fax
Counsel for Plaintiff

Jefferson T. Collins
jcollins@jshfirm.com
Jones, Skelton & Hochuli P.L.C.
40 N. Central Avenue, Suite 2700
Phoenix, AZ 85004
(602) 263-7359
(602) 200-7825 Fax
Counsel for TD Bank, N.A.

/s/ James Acosta

James Acosta